

## **ALLEGATO II**

### **CONDIZIONI GENERALI**

#### **Articolo 1: Responsabilità**

Ciascuna delle parti contraenti esonererà l'altra da ogni responsabilità civile per danni da questa o dal suo staff subiti in seguito all'attuazione di questo Accordo, a condizione che tali danni non siano il risultato di gravi e deliberati comportamenti scorretti da parte dell'altro contraente o del suo staff.

L'Agenzia Nazionale italiana, la Commissione Europea o il loro staff non sono responsabili nel caso di reclami su quanto previsto dall'Accordo, in relazione a danni causati durante la mobilità. Di conseguenza, l'Agenzia Nazionale italiana o la Commissione Europea non possono soddisfare alcuna richiesta di indennizzo o di rimborso per reclamo.

#### **Articolo 2: Risoluzione del contratto**

Nel caso in cui il Beneficiario non sia in grado di adempiere gli obblighi previsti dall'Accordo, e senza considerare le conseguenze previste dalla legge applicabile, l'Istituto è legalmente autorizzato a risolvere o ad annullare l'Accordo senza ulteriori formalità legali, nel caso il Beneficiario non intraprenda alcuna azione entro un mese dalla ricezione della notifica per raccomandata.

Se il Beneficiario risolve l'Accordo prima dello scadere dei termini o se non adempie gli obblighi previsti dall'Accordo, dovrà restituire l'importo del contributo già erogato.

In caso di risoluzione dell'Accordo da parte del Beneficiario per cause di forza maggiore, ad esempio una causa imprevedibile o un evento non controllabile dal Beneficiario e non attribuibile a suo errore o negligenza, questi potrà ricevere l'importo del contributo corrispondente all'effettiva durata della mobilità come definita nell'Articolo 2.2. Le somme non utilizzate dovranno essere restituite, eccetto nei casi in cui ci siano accordi differenti con l'Istituto di appartenenza.

#### **Articolo 3: Tutela dei dati**

Tutti i dati personali contenuti nell'Accordo devono essere disciplinati secondo il Regolamento (CE) n. 45/2001 del Parlamento Europeo e del Consiglio d'Europa per la tutela dei singoli e della legislazione nazionale (DLGS n° 196/2003), nel rispetto del trattamento dei dati personali da parte delle istituzioni e degli organismi comunitari, e della libera circolazione degli stessi. I dati personali devono essere trattati esclusivamente per dare esecuzione all'Accordo da parte dell'Istituto di appartenenza, dall'Agenzia Nazionale e dalla Commissione Europea, senza pregiudicare la possibilità di poterli trasmettere a organismi responsabili di controllo e revisione contabile secondo la normativa comunitaria (Corte dei Conti o Ufficio Europeo Antifrode - OLAF).

Il Beneficiario può, su richiesta scritta, accedere ai propri dati personali e apportare correzioni alle informazioni inesatte o incomplete. E' invitato a presentare qualsiasi quesito riguardante il trattamento dei propri dati personali all'Istituto di appartenenza e/o all'Agenzia Nazionale. Il partecipante può presentare ricorso al Garante per la protezione dei dati personali, con riferimento alle modalità d'uso dei propri dati personali da parte dell'Istituto di appartenenza e/o dell'Agenzia Nazionale; può inoltre presentare ricorso al Garante Europeo per la Tutela dei Dati, in riferimento alle modalità d'uso di tali dati da parte della Commissione Europea.

#### **Articolo 4: Controlli e Revisioni contabili**

Le parti dell'Accordo si impegnano a fornire ogni tipo di informazione richiesta dalla Commissione Europea, dall'Agenzia Nazionale italiana o da qualunque altro Organismo autorizzato dalla Commissione Europea o dall'Agenzia Nazionale italiana per verificare che la mobilità e le condizioni dell'Accordo siano stati correttamente attuati.

## **ALLEGATO III**

### **CARTA DELLO STUDENTE ERASMUS**





European  
Commission

# Erasmus Student Charter

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# Erasmus Student Charter

*This Student Charter highlights your rights and obligations and informs you about what you can expect from your sending and receiving organisation at each step of your mobility.*

- Higher education institutions participating in Erasmus+ have been awarded an Erasmus Charter for Higher Education by the European Commission where they commit to support, facilitate and recognise your mobility activities.
- On your side, you commit to respect the rules and obligations of the Erasmus+ grant agreement that you have signed with your sending institution.

## **I. Before your mobility period**

- Once you have been selected as Erasmus+ student, you are entitled to guidance regarding the partner institutions or enterprises where you can carry out your mobility period and the activities that you can undertake there.
- You have the right to receive information on the distribution of grades at the receiving institution and to receive information in securing a visa, obtaining insurance and finding housing by your sending and receiving institution/enterprise. You can find the respective contacts points and information sources in the inter-institutional agreement signed between your sending and receiving institutions.
- You will sign a Grant Agreement with your sending institution (even if you do not receive a financial support from EU funds), and a Learning Agreement with your sending and receiving institution/enterprise. A good preparation of your Learning Agreement is key for the success of your mobility experience and to ensure recognition of your mobility period. It sets out the details of your planned activities abroad (including the credits to be earned and that will count towards your home degree).
- After you have been selected, you will undertake an on-line language assessment (if available in your main language of instruction/work abroad) that will allow your sending institution to offer you the most appropriate linguistic support, if necessary. You should take full advantage of this support to improve your language skills to the recommended level.

## **II. During your mobility period**

- You should take full advantage of all the learning opportunities available at the receiving institution/enterprise, while respecting its rules and regulations, and endeavour to perform to the best of your ability in all relevant examinations or other forms of assessment.
- You can request changes to the Learning Agreement only in exceptional situations and within the deadline decided by your sending and receiving institutions. In that case, you must ensure that these changes are validated by both the sending and receiving institutions/enterprise within a two-week period after the request and



- keep copies of their approval by e-mail. Changes due to an extension of the duration of the mobility period should be made as timely as possible as well.
- Your receiving institution/enterprise commits to treat you in the same way as their home students/employees and you should make all necessary efforts to integrate in your new environment.
  - Your receiving institution will not ask you to pay fees for tuition, registration, examinations, access to laboratory and library facilities during your mobility period. Nevertheless, you may be charged small fees on the same basis as local students for costs such as insurance, student unions and the use of miscellaneous material.
  - You are invited to take part in associations existing at your receiving institution/enterprise, such as networks of mentors and buddies organised by student organisations such as "Erasmus Student Network".
  - Your student grant or student loan from your home country must be maintained while you are abroad.

### **III. After your mobility period**

- You are entitled to receive full academic recognition from your sending institution for satisfactorily completed activities during your mobility period, in accordance with the Learning Agreement.
- If you are studying abroad, your receiving institution will give you a Transcript of Records recording your results with the credits and grades achieved (normally in less than five weeks after the end of your evaluation). Upon reception of this document, your sending institution will provide you all the information on their recognition in a maximum period of five weeks. The recognised components (for example, courses) will appear in your Diploma Supplement.
- If you are doing a traineeship, your enterprise will give you a Traineeship Certificate summarising the tasks carried out and an evaluation and, when it was foreseen in your learning agreement, your sending institution will also give you a Transcript of Records. If the traineeship was not part of the curriculum, the period will at least be recorded in your Diploma Supplement and, if you wish, in your Europass Mobility Document. If you are a recent graduate you are encouraged to request the Europass Mobility Document.
- You should undergo an on-line language assessment, if available in your main language of instruction/work abroad, to monitor linguistic progress during your mobility.
- You must fill in a questionnaire to provide feedback on your Erasmus mobility period to your sending and receiving institution, the National Agency of the sending and receiving country and the European Commission.
- You are invited to join the "Erasmus+ student and alumni association" and you are encouraged to share your mobility experience with your friends, other students, staff in your institution, journalists and let other people benefit from your experience, including young pupils.

*If you have a problem, at any time:*

- *You should identify the problem clearly and check your rights and obligations according to your grant agreement.*



- *Several people work in your sending and receiving institutions to help Erasmus students. Depending on the nature of the problem and when it occurs, the contact person or the responsible person at your sending or receiving institution (or receiving enterprise in case of a traineeship) will be able to help you. Their names and contact details are specified in your Learning Agreement.*
- *Use the formal appeal procedures in your sending institution if necessary.*
- *If your sending or receiving institution fails to fulfil the obligations outlined in the Erasmus Charter for Higher Education or in your grant agreement, you can contact the related National Agency.*